



## **BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

### **TECHNICAL PROPOSAL**

Solicitation Number: GS06Q-16-RL-0002

Due Date: 18 December 2015

Prepared for:

Josilyn Reed  
Contracting Officer  
GSA/Federal Acquisition Service BMO  
FSSI Atlanta (4QFAH)  
401 W. Peachtree Street, Suite 820  
Atlanta, Ga. 30308

Prepared by:

Reed Tarkington  
Vice President  
Four Seasons Environmental, Inc  
43 New Garver Rd.  
Monroe, Ohio 45050  
513-539-2978 (P)

FSE is in full agreement with all terms, conditions, and provisions included in the SOW and agree to furnish any or all items upon which prices are offered at the price set opposite each item.

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

Authorized Signee: \_\_\_\_\_

(b) (6)



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**Building Maintenance and Operations (BMO SB)  
Potential Federal Strategic Sourcing Initiatives**

**Solicitation Number: GS06Q-16-RL-0002**

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**Executive Summary**

Friday December 18, 2015

Josilyn Reed  
Contracting Officer  
GSA/Federal Acquisition Service BMO  
FSSI Atlanta (4QFAH)  
401 Peachtree Street, Suite 820  
Atlanta, GA 30308

**Solicitation Number: GS06Q-16-RL-0002**

**Building Maintenance and Operations (BMO SB) Potential Federal Strategic Sourcing Initiatives**

Dear Josilyn Reed,

In response to the October 20, 2015 Solicitation the above referenced Solicitation, we write to note the following:

**1. Contact Information**

Four Seasons Environmental, Inc.  
43 New Garver Road  
Monroe, OH 45050  
Phone: (513) 539-2978  
Cell: (513) 646-0544  
Fax: (513) 539-2972  
POC: Reed Tarkington, Vice President  
e-mail: [rtarkington@fseinc.net](mailto:rtarkington@fseinc.net)

**2. Performance Capabilities**

Based on our 350 employees in and 25 years of federal Maintenance experience beginning in 1987 at the Centers for Disease Control's in Atlanta, we believe we are a solid resource to provide Facilities Maintenance for the GSA's Greenville, Spartanburg and Anderson, NC facilities.

**3. Size**

With average annual revenues of \$35.5 Mil for the period 2011-2014, Four Seasons Environmental, Inc. is:

- A small business under the NAICS code 561210 procurements with a \$38.5 Mil size standard.



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**Executive Summary cont.****4. Three Relevant Projects**

## 1.) Centers for Disease Control

- Year Began Service - 1988 through present
- Size of Facility - 6,000,000 ft<sup>2</sup>
- Role - Provide facilities operations and maintenance services to the Atlanta area CDC facilities.
- Owner's POC - George Raymond (404-639-3335)

## 2.) NIOSH

- Year Began Service - 1994 through present
- Size of Facility - 330,000 ft<sup>2</sup>
- Role - Provide facilities operations and maintenance services to the NIOSH locate in Cincinnati, Ohio.
- Owner's POC - Dwight Favors (513-533-8137)

## 3.) (b) (4)

- Year Began Service - 2005 through present
- Size of Facility - 208,000 ft<sup>2</sup>
- Role - Provide facilities operations and maintenance services to the NOAA facilities in Suitland Maryland.
- Owner's POC - Mark Munoz (301-317-4447)





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**Executive Summary cont.**

**5. GSA Schedule Options**

We are a GSA Schedule Contract holder, **Contract No. GS 06F 0044 P**

- Our current contract embodies the following four (9) SINS:

- |    |         |   |
|----|---------|---|
| 1. | 003 100 | Ancillary Supplies and/or Services                  |
| 2. | 003 97  | Ancillary Repair and Alterations                    |
| 3. | 811 002 | Complete Facilities Maintenance                     |
| 4. | 811 003 | Complete Facilities Management                      |
| 5. | 811 004 | Maintenance of Utility Systems                      |
| 6. | 811 005 | Refrigeration, HVAC, Boiler and Chiller Maintenance |
| 7. | 871 202 | Energy Management Planning and Strategies           |
| 8. | 871 204 | Metering Services                                   |
| 9. | 871 206 | Building Commissioning Services                     |

Please note that FSE is a member of a mentor-protégé joint venture with The Milbourne Group. If FSE is awarded this project we would like to inquire on the possibility of our joint venture being an approved vendor as well.

We look forward to further discussions regarding this opportunity. We trust that this Sources Sought Response will be useful to the GSA in its acquisition strategy for this Procurement.

Sincerely,

(b) (6)

Reed D. Tarkington, LEED AP  
Vice President  
Four Seasons Environmental, Inc



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## **SF330 & Amendments**

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER  GS06Q-16-RL-0002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  2015-10-20		6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY  Building Maintenance and Operations Strategic Sourcing Office General Services Administration/ Federal Acquisition Service			CODE		8. ADDRESS OFFER TO (If other than item 7) See Section L.7 for full address			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b>												
9. Sealed offers in original and 10 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See Section L.7 until 4:00 PM local time 2015-12-04 <div style="text-align: right; font-size: small;">(Hour) (Date)</div>												
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL:		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">A. NAME</td> <td colspan="2">B. TELEPHONE (NO COLLECT CALLS)</td> <td>C. E-MAIL ADDRESS</td> </tr> <tr> <td>AREA CODE</td> <td>NUMBER</td> <td>EXTENSION</td> <td colspan="2">fssi.bmo@gsa.gov</td> </tr> </table>	A. NAME		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	AREA CODE	NUMBER	EXTENSION	fssi.bmo@gsa.gov	
A. NAME		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS								
AREA CODE	NUMBER	EXTENSION	fssi.bmo@gsa.gov									

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER	
	F	DELIVERIES OR PERFORMANCE				STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

<b>OFFER (Must be fully completed by offeror)</b>	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
		1	11/16/2015	3 & 4	11/18/2015
		2	11/17/2015		

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
Four Seasons Environmental, Inc 43 New Garver Road Monroe, Ohio 45050				Reed Tarkington, Vice President	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		(b) (6)	
AREA CODE	NUMBER	EXTENSION			
513	539	2,978		18. OFFER DATE	
				12/18/2015	

<b>AWARD (To be completed by offeror)</b>			
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNT
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 2015-11-16		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Building Maintenance and Operations (BMO) Strategic Sourcing Office General Services Administration/Federal Acquisition Service 2300 Main St Floor 6		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Four Seasons Environmental, Inc 43 New Garver Road Monroe, Ohio 45050		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. GS06Q-16-RL-0002	
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 2015-12-04	
				<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Reed Tarkington President (b) (6)			
15B. C	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
	12/16/2015	(Signature of Contracting Officer)	

NSN 7  
Previo

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE 2015-11-17		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Building Maintenance and Operations (BMO) Strategic Sourcing Office General Services Administration/Federal Acquisition Service 2300 Main St Floor 6				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input checked="" type="checkbox"/> GS06Q-16-RL-0002 9B. DATED (SEE ITEM 11) 2015-12-18		10A. MODIFICATION OF CONTRACT/ORDER NO.  <input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Four Seasons Environmental, Inc 43 New Garver Rd Monroe, Ohio 45050				CODE		FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This purpose of this amendment is to post additional questions and answers to the RFP. This amendment also extends the SB RFP closing date until December 18, 2015, 4:00 PM CDT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Reed Tarkington President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. <span style="background-color: black; color: red;">(b) (6)</span>		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED
		15C. DATE SIGNED 12/16/2015	



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE 2015-11-18		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)			
6. ISSUED BY CODE				7. ADMINISTERED BY (If other than Item 6) CODE					
Building Maintenance and Operations (BMO) Strategic Sourcing Office General Services Administration/Federal Acquisition Service 2300 Main St Floor 6									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Four Seasons Environmental, Inc 43 New Garver Road Monroe, Ohio 45050				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input checked="" type="checkbox"/> GS06Q-16-RL-0002 9B. DATED (SEE ITEM 11) 2015-12-18 10A. MODIFICATION OF CONTRACT/ORDER NO.  <input type="checkbox"/> 10B. DATED (SEE ITEM 13)					
						CODE		FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This purpose of this amendment is to post additional questions and answers to the RFP.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Reed Tarkington, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. (b) (6)	15C. DATE SIGNED  12/16/2015	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 04		3. EFFECTIVE DATE 2015-11-18	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
Building Maintenance and Operations (BMO) Strategic Sourcing Office General Services Administration/Federal Acquisition Service 2300 Main St Floor 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Four Seasons Environmental, Inc 43 New Garver Road Monroe, Ohio 45050			(X) 9A. AMENDMENT OF SOLICITATION NO. GS06Q-16-RL-0002	9B. DATED (SEE ITEM 11) 2015-12-18
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This purpose of this amendment is to post an additional question and answer to the RFP.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Reed Tarkington, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. (b) (6)	15C. DATE SIGNED 12/16/2015	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE 2015-11-30		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Building Maintenance and Operations (BMO) Strategic Sourcing Office General Services Administration/Federal Acquisition Service 2300 Main St Floor 6				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input checked="" type="checkbox"/> GS06Q-16-RL-0002		9B. DATED (SEE ITEM 11) 2015-12-18	
						10A. MODIFICATION OF CONTRACT/ORDER NO.  <input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Four Seasons Environmental, Inc 43 New Garver Road Monroe, Ohio 45050							
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to post an updated Attachment J.10, Relevant Project Experience Template.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Reed Tarkington, Vice President (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		15C. DATE SIGNED  12/16/2015	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
			16C. DATE SIGNED



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 06		3. EFFECTIVE DATE 2015-12-08		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Building Maintenance and Operations (BMO) Strategic Sourcing Office General Services Administration/Federal Acquisition Service 2300 Main St Floor 6							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Four Seasons Environmental, Inc 43 New Garver Road Monroe, Ohio 45050				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NO.	
				<input checked="" type="checkbox"/> (X)		GS06Q-16-RL-0002	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11) 2015-12-18	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this amendment is to make the following corrections to the RFP:  1.M.4.3.2.4 Additional Evaluation Criteria for Socio-Economic Status Certification. Small Business criteria has been removed from this section. Offerors will not receive additional evaluation criteria for Small Business certification.  2. Notify offerors of the update to Section I.2 of the RFP to add a deviation to FAR Clause 52.212-4, Paragraph C. This clause							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
Reed Tarkington, Vice President							
15B. CC (b) (6)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
		12/16/2015		(Signature of Contracting Officer)			

### Proposal Checklist

#### Building Maintenance and Operations Small Business Strategic Sourcing Solution

Solicitation: GS06Q-15-RL-0002

#### Attachment J.2

Offeror Information		Contact Information	
Company Name:	Four Seasons Environmental, Inc	Point of Contact Name	Reed Tarkington
Address:	43 New Garver Road Monroe Ohio 45050	Point of Contact Email	<a href="mailto:rtarkington@fseinc.net">rtarkington@fseinc.net</a>
DUNS Number:	10-761-1246	Point of Contact Phone Number	513-360-4174

Proposal Elements				Files Submitted		
Section	Sub-Section	Document Title or Element	Submitted	Document Name/Page #	Electronic File Name	Explanation-If Neccessary
M.4.1	M.4.1.1	Standard Form (SF) 33 (Attachment J.1)	<input checked="" type="checkbox"/> YES	2 - FSE.SEC1.SF330	2 - FSE.SEC1.SF330	
	M.4.1.2	Proposal Checklist (Attachment J.2)	<input checked="" type="checkbox"/> YES	3 - FSE.SEC1.PC	3 - FSE.SEC1.PC	
	M.4.1.3	Self Scoring Worksheet (Attachment J.3)	<input checked="" type="checkbox"/> YES	4 - FSE.SEC1.SSW	4 - FSE.SEC1.SSW	
	M.4.1.4	Meaningful Relationship Commitment Letters (if applicable)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> Not Applicable	5 - FSE.SEC1.MRCL1	5 - FSE.SEC1.MRCL1	
	M.4.1.5	Existing Joint Venture or Partnership (if applicable)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> Not Applicable	6 - FSE.SEC1.EJVP1	6 - FSE.SEC1.EJVP1	
M.4.2	M.4.2.1	SAM registration to include EPLS information	<input checked="" type="checkbox"/> YES	7 - FSE.SEC2.SAM	7 - FSE.SEC2.SAM	
	M.4.2.3	Representations and Certifications	<input checked="" type="checkbox"/> YES	8 - FSE.SEC2.REPS&CERTS	8 - FSE.SEC2.REPS&CERTS	
	M.4.2.4	GSA Form 527, "Contractor's Qualification and Financial Information"	<input checked="" type="checkbox"/> YES	9 - FSE.SEC2.527	9 - FSE.SEC2.527	
	M.4.2.5	Pre-Award Survey (SF 1408) (Attachment J.7)	<input checked="" type="checkbox"/> YES	10 - FSE.SEC2.1408	10 - FSE.SEC2.1408	
M.4.3	M.4.3.2.1	Relevant Experience Project Template (Attachment J.10)	<input checked="" type="checkbox"/> YES	11 - FSE.SEC3.RPE.1.O&M 11 - FSE.SEC3.RPE2.O&M 11 - FSE.SEC3.RPE3.O&M	11 - FSE.SEC3.RPE.1.O&M 11 - FSE.SEC3.RPE2.O&M 11 - FSE.SEC3.RPE3.O&M	
M.4.4	M.4.4.1	Project Zone Coverage Template (Attachment J.11)	<input checked="" type="checkbox"/> YES	12 - FSE.SEC3.PZC	12 - FSE.SEC3.PZC	
M.4.5	M.4.5.1	Staffing Plan	<input checked="" type="checkbox"/> YES	13 - FSE.SEC3.SP	13 - FSE.SEC3.SP	
M.4.6	M.4.6.1	Professional Compensation Plan	<input checked="" type="checkbox"/> YES	14 - FSE.SEC3.PCP	14 - FSE.SEC3.PCP	
M.4.7	M.4.7.1	Uncompensated Overtime Policy	<input checked="" type="checkbox"/> YES	15 - FSE.SEC3.UOP	15 - FSE.SEC3.UOP	
M.4.8	M.4.8.1	Quality Control Plan	<input checked="" type="checkbox"/> YES	16 - FSE.SEC3.QCP	16 - FSE.SEC3.QCP	
M.4.9	M.4.9.1	Sustainability Plan	<input checked="" type="checkbox"/> YES	17 - FSE.SEC3.SUSP	17 - FSE.SEC3.SUSP	
			<input checked="" type="checkbox"/> YES	18 - FSE.SEC3.PPS1 18 - FSE.SEC3.PPS2 18 - FSE.SEC3.PPS3	18 - FSE.SEC3.PPS1 18 - FSE.SEC3.PPS2 18 - FSE.SEC3.PPS3	
M.4.10	M.4.10.1	Past Performance Surveys (Attachment J.8)		19 - FSE.SEC4.PRICE	19 - FSE.SEC4.PRICE	
M.6	M.6.1	Price Template (Attachment J.9)	<input checked="" type="checkbox"/> YES			



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## Fill-in Clauses and Provisions

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**

### I.3 FAR and GSAR Clauses in Full Text

#### **52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**

This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

#### **52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)**

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control. If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II— FEB 2007)**

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than micro-purchase threshold, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

Any order for a single item in excess of \$15B; Any order for a combination of items in excess of \$15B; or A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 6 months provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years and six (6) months.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

Employee Class Monetary Wage—Fringe Benefits

N/A


(End of clause)

**52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)**

(a) “*Hazardous material*,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

**Material**

**Identification No.**

*(If none, insert “None”)*

None	

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

*Alternate I (Jul 1995).* If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment.

Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**52.252-6 Authorized Deviations in Clauses (ARP 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR and GSAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**FAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

**GSAR 552.252-6 Authorized Deviations in Clauses (DEVIATION FAR 52.252-6)(SEP 1999)(a)**  
*Deviations to FAR clauses*

This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) *"Substantially the same as" clauses.* Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

**(End of Section I)**



**Section L- Instructions, Conditions, and Notices to Offerors or Respondents****L.1 FAR and GSAR Provisions Incorporated by Reference****52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this <http://acquisition.gov/>

FAR Provision #	FAR Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-6	Data Universal Numbering System	JUN 2003
52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-17	Ownership or Control of Offeror	NOV 2014
52.212-1	Instructions to Offerors- Commercial Items	APR 2014
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors-Competitive (Alternate I)	OCT 1997
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Efforts	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation of Options	JUL 1998
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.222-26	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans Employment Reporting Requirements	SEP 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran-Representations and Certifications	DEC 2012



## L.2 FAR and GSAR Provisions in Full Text

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

### 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not X presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not X , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not X presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o , have not X , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) **Examples.**

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not X , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

**BMO Small Business Solicitation Number GS06Q-16-RL-0002**

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (**e.g.**, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters (Jul 2013)**

(a) **Definitions.** As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (**e.g.**, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (**e.g.**, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [X ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

**BMO Small Business Solicitation Number GS06Q-16-RL-0002**

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010) Alternate IV (OCT 2010)**

Submission of certified cost or pricing data is not required.

(End of provision)

**52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of 40 separate Multiple Award, Indefinite Quantity, Indefinite Delivery (MA-IDIQ) task order contracts resulting from this solicitation

(End of provision)

**FAR 52.216-27 Single or Multiple Awards (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

Multiple awards shall be made in each of the Service Groups. Thirty-two (32) awards are anticipated for the Operation and Maintenance Service Group and eight (8) awards are anticipated to be awarded in the Facility Support Service Group, resulting in a total of 40 awards. In the event of a tie at the number 40 position (as applicable), all Offerors tied will receive an award in the respective service group.

(End of provision)

**52.233-2 Service of Protest (Sept 2006)**

**(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:**

Two Pershing Square  
General Services Administration  
Federal Acquisition Service  
BMO SB FSSI  
Attn: Josilyn Reed (Contracting Officer)  
2300 Main St.  
Kansas City, MO 64108  
Floor 6

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

Offer Score	(b) (4)
Points Possible	885

O&M SELF SCORING WORKSHEET FOR PROPOSAL SUBMISSION

BMO Small Business Set-Aside  
SOLICITATION No. GS06Q-16-RL-0002  
Section J.3 Attachment SELF SCORING WORKSHEET

OFFEROR NAME: Four Seasons Environmental, Inc

Relevant Project Experience Elements - Required Services			Was the Relevant Project Experience for a U.S. Federal Government Customer?			Did the Relevant Project Experience Have an Extended Contract Duration?			Was the Relevant Project Experience for a Large Square Footage Project?		
Required Service	Project Number	Project Title (Projects covering multiple service categories must be listed for each service category)	Point Value	Enter Yes OR No for each question as applicable	Score	Point Value	Enter Yes OR No for each question as applicable	Score	Point Value	Enter Yes OR No for each question as applicable	Score
HVAC	Project 1	(b) (4)	10	(b) (4)		5	(b) (4)		5	(b) (4)	
	Project 2		10			5			5		
	Project 3		10			5			5		
Electrical	Project 1		10			5			5		
	Project 2		10			5			5		
	Project 3		10			5			5		
Plumbing	Project 1		10			5			5		
	Project 2		10			5			5		
	Project 3		10			5			5		
Section						Section			Section		

Relevant Project Experience - Optional Services		Point Value	Have 3 Projects Demonstrating Relevant Past Performance Been Provided?	Score
Elevator Maintenance		20	(b) (4)	
Fire Alarm System Maintenance and Repair		20		
Roofing Services		20		
Fire Suppression (Water Based) System Preventative Maintenance and Repair		20		
Building Management Services		20		
Commissioning Services		20		

Elevator Inspection Services	20	(b) (4)
Architectural and Framework Building Maintenance Services	20	
Other Facilities Management Related Services	20	
Janitorial (Required if Offering any Facility Support Services)	20	
Landscaping/Grounds Maintenance (Required if Offering any Facility Support Services)	20	
Cemetery Maintenance (If Required FSS Services Offered)	20	
Pest Control (If Required FSS Services Offered)	20	
Waste Management and Recycling Services (If Required FSS Services Offered)	20	
Section		

Socio-Economic Status Certification	Point Value	Enter Yes OR No	Score
Certified 8a Small Business	15	(b) (4)	
Certified HUBZone Small Business	15		
Certified Verteran-Owned Small Business	15		
Certified Service-Disabled Veteran-Owned Small Business	15		
Certified Woman-Owned Small Business	15		
Certified Small Disadvantaged Business	15		
Section			

Sustainability Plan	Point Value	Enter Yes OR No	Score
Does the offer propose to implement sustainable practices above and beyond the minimum performance requirements?	50	(b) (4)	

Past Performance	Point Value	Of the 3 Surveys, How Many Are Within Range?	Score
Past Performance Surveys with an Average Score of 3.50 to 3.99	10	(b) (4)	
Past Performance Surveys with an Average Score of 4.00 to 4.49	15		
Past Performance Surveys with an Average Score of 4.50 to 5.00	20		
Section			

Does the Relevant Project Experience Demonstrate Innovative Approaches to Savings?			Did the project cover multiple locations listed in Zone 1?		
Point Value	Enter Yes OR No for each question as applicable	Score	Point Value	Enter Yes OR No for each question as applicable	Score
15	(b) (4)		10	(b) (6)	
15			10		
15			10		
15			10		
15			10		
15			10		
15			10		
15			10		
15			10		
15			10		
Section			Section		



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## **Meaningful Relationship Commitment Letter Existing Joint Venture/Partnership**

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

(b) (6)

Authorized Signee:

\_\_\_\_\_  
Reed Tarkington Vice President  
513-539-2978

Josilyn Reed  
Contracting Officer  
GSA/Federal Acquisition Service BMO  
FSSI Atlanta (4QFAH)  
401 Peachtree Street, Suite 820  
Atlanta, GA 30308

**Re: Solicitation Number: GS06Q-16-RL-0002 - Building Maintenance and Operations (BMO SB)  
Potential Federal Strategic Sourcing Initiatives**

The Milbourne Group - Consulting Engineers, Inc.  
C. Timothy Milbourne, President  
401 Hawthorne Lane Ste 110/170  
Charlotte, NC 28204  
Phone: 704-999-7815  
Email: [tmilbourne@tmg-ce.com](mailto:tmilbourne@tmg-ce.com)

Four Seasons Environmental, Inc. (FSE)  
Reed Tarkington, Vice President  
17429 Bridge Hill Court  
Tampa, FL 33647  
Phone: 513-360-4081  
Email: [rtarkington@fseinc.net](mailto:rtarkington@fseinc.net)

**Meaningful Relationship Commitment Letter**

The Milbourne Group-Consulting Engineers, Inc. (TMG-CE) and Four Seasons Environmental, Inc. (FSE) have teamed together under an SBA approved Mentor-Protégé Agreement. This agreement is augmented by an SBA approved Joint Venture Agreement which allows us to better use our combined strengths to support our customers. We are pleased to present our response to this solicitation and confirm our agreement to this Meaningful Relationship Commitment.

Included as attachments to this letter are our JV and Mentor Protégé approval documents, as well as our JV and Mentor Protégé agreement. Thank you for considering the TMG / FSE JV partnership to deliver the unique capabilities necessary to meet the needs of this solicitation.

Signed,

(b) (6)

Clement T. Milbourne, PE, LEED AP  
President, The Milbourne Group

Signed

(b) (6)

Reed Tarkington, LEED AP, CEM, CFM  
Vice President, Four Seasons Environmental





**U. S. SMALL BUSINESS ADMINISTRATION**  
**NORTH CAROLINA DISTRICT OFFICE**  
6302 FAIRVIEW ROAD, SUITE 300  
CHARLOTTE NC 28210-2227  
704-344-6590 • 704-344-6769 (FAX)

January 15, 2015

Mr. Clement T. Milbourne, President  
The Milbourne Group-Consulting Engineers, PLLC  
401 Hawthorne Lane, Suite 110/170  
Charlotte, NC 28204-2484

Re: Mentor/Protégé Agreement between Four Seasons Environmental, Inc. (Mentor) and  
The Milbourne Group-Consulting Engineers, PLLC (Protégé)

Dear Mr. Milbourne,

Pursuant to 13 C.F.R. § 124.520, Mentor/Protégé Agreement between Four Seasons Environmental, Inc. (Mentor) and The Milbourne Group-Consulting Engineers, PLLC was approved, which was received by our office on December 31, 2014.

Please note that the subject Mentor/Protégé Agreement references possible formation of joint ventures in pursuit of contract opportunities and proposals siting 13 CFR 124.513(a)(2).

This agreement shall expire after one year, unless SB approves an extension. The protégé must request continuance of the agreement from the North Carolina District Office, in writing, at least 60 days prior to the expiration date of the agreement.

This agreement will automatically terminate if the Protégé graduates from the 8(a) Business Development Program, or its program participation term expires. However, termination of the agreement does not impact contractual agreements undertaken during the active stages of the Mentor/Protégé relationship. Therefore, contractual obligations must be satisfied in accordance with terms and conditions set forth in such contracts.

If you have any questions or require additional information, please contact your Business Opportunity Specialist, Joe Ann Shaeffers.

Sincerely,

(b) (6)

Lynn Douthett  
District Director

USER NAME

[Forgot Username](#)

## Entity Dashboard

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- › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

TMG/FSE JV, LLC  
DUNS: 079677193  
Status: Submitted

Expiration Date: Not Yet Assigned  
Purpose of Registration: All Awards

### Entity Overview

#### Entity Information

Name: TMG/FSE JV, LLC  
Business Type: Business or Organization  
POC Name: Clement Milbourne  
Registration Status: Submitted  
Registration is undergoing IRS TIN Matching. This averages two business days. If it takes longer than one week, contact the Federal Service Desk ([www.fsd.gov](http://www.fsd.gov)).

#### Exclusions

Active Exclusion Records? No

# TMG/FSE JV, LLC

**The Milbourne Group – Consulting Engineers, Inc. and Four Seasons  
Environmental, Inc.**

401 Hawthorne Lane, Suite 110/170  
Charlotte, NC 28204















































**U. S. SMALL BUSINESS ADMINISTRATION  
NORTH CAROLINA DISTRICT OFFICE**

6302 FAIRVIEW ROAD, SUITE 300  
CHARLOTTE NC 28210-2227  
704-344-6590 • 704-344-6769 (FAX)

January 21, 2015

Mr. Clement T. Milbourne, President  
The Milbourne Group-Consulting Engineers, PLLC  
401 Hawthorne Lane, Suite 110/170  
Charlotte, NC 28204-2484

Dear Mr. Milbourne:

Congratulations! Your request for SBA's approval for The Milbourne Group-Consulting Engineers, PLLC and your Mentor Four Seasons Environmental, Inc. joint venture agreement application has been approved. The approval date for your joint venture named TMG/FSE JV, LLC is January 21, 2015 which will be updated in the SAM.gov/Dynamic Small Business Search. (DSBS).

1 3 C.F.R. §124.513)(c)(3) Stating that with respect to a separate legal entity joint venture the 8(a) Participant(s) must own at least 51% of the joint venture entity.

§124.513)(c) (5) requires *"the establishment and administration of a special bank account in the name of the joint venture. This account must require the signature of all parties to the joint venture or designees for withdrawal purposes. All payments due the joint venture for performance on an 8(a) contract will be deposited in the special account; all expenses incurred under the contract will be paid from the account as well; ..."*

§124.513)(c) (11) requires ... *"quarterly financial statements showing cumulative contract receipts and expenditures (including salaries of the joint venture's principals) must be submitted to SBA not later than 45 days after each operating quarter of the joint venture;"* and

§124.513)(c) (12) *"requires a project-end profit and loss statement, including a statement of final profit distribution be submitted to SBA no later than 90 days after completion of the contract."*

**Please submit the quarterly statements not later than 15 days after the end of the first quarter after contract award.**

Should you have any questions feel free to contact your Business Opportunity Specialist, Joe Ann Shaeffers at 704-344-6577 or [joeann.shaeffers@sba.gov](mailto:joeann.shaeffers@sba.gov).

Sincerely,

(b) (6)

Joe Ann Shaeffers  
Business Opportunity Specialist  
8(a) Business Development





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**SAM.gov**

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**SOLICITATION NUMBER: GS06Q-16-RL-0002  
BUILDING MAINTENANCE AND OPERATIONS (BMO SB)  
POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**

John Hedrick

[LOGOUT](#)

# Entity Dashboard

[Entity Overview](#)[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[BACK TO USER DASHBOARD](#)

FOUR SEASONS ENVIRONMENTAL, INC.

DUNS: 107611246 CAGE Code: 02PC7

Status: Active

43 NEW GARVER RD  
MONROE, OH, 45050-1243 ,  
UNITED STATES

Expiration Date: 07/08/2016

Purpose of Registration: All Awards

## Review Representations & Certifications

### Review Representations and Certifications

[Download FAR Report](#)[Download FAR & DFARS Report](#)

I have read each of the FAR and DFARS provisions presented below. By submitting this certification I, Ken DICKERSON, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to penalties if I misrepresent FOUR SEASONS ENVIRONMENTAL, INC. in any of the below representations or certifications to the Government.

**READ ONLY PROVISIONS** - The following FAR and DFARS provisions are provided for you to read; they do not require completion of any data. Please note that when certifying at the bottom of the page, you are also certifying that you have read each one of these provisions.

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions[FAR 52.222-38](#): Compliance with Veterans Employment Reporting Requirements[FAR 52.223-1](#): Biobased Product Certification[FAR 52.225-20](#) Prohibition on Conducting Restricted Business Operations in Sudan-Certification[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[DFARS 252.209-7003](#): Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

[DFARS 252.222-7007](#): Representation Regarding Combating Trafficking in Persons.

[DFARS 252.225-7003](#): Report of Intended Performance Outside the United States and Canada-Submission with Offer

[DFARS 252.225-7031](#): Secondary Arab Boycott of Israel

[DFARS 252.225-7042](#): Authorization to Perform

[DFARS 252.229-7012](#): Tax Exemptions (Italy)-Representation.

[DFARS 252.229-7013](#): Tax Exemptions (Spain)-Representation.

[DFARS 252.239-7011](#): Special Construction and Equipment Charges

[DFARS 252.247-7023](#): Transportation of Supplies by Sea (Alternate I, II)

[DFARS 252.225-7050](#): Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

**The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.**

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.209-5: Certification Regarding Responsibility Matters](#)[FAR 52.212-3: Offeror Representations and Certifications -Commercial Items.](#)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.212-3(c)(1).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

If you disagree with any of the pre-filled information, you must return to Assertions and change your values there. The "Edit" button will return you to the correct location to make these changes.

[FAR 52.214-14: Place of Performance-Sealed Bidding](#)[FAR 52.215-6: Place of Performance](#)[FAR 52.219-1: Small Business Program Representations \(Alternate I\)](#)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.219 (b)(2).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

If you disagree with any of the pre-filled information, you must return to Assertions and change your values there. The "Edit" button will return you to the correct location to make these changes.

**Small Business Program Representations (Oct 2014)**

- (a) Definitions. As used in this provision-  
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in

accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible for the WOSB Program.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.
- "Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-
  - (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
    - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
    - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
- "Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

◦ "Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

• (b)

◦ (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

◦ (2) The small business size standard is See Note.

◦ (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

• (c) Representations.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
238210	ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS		\$15,000,000.00	N
238220	PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS		\$15,000,000.00	N

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541330	ENGINEERING SERVICES	1	\$15,000,000.00	N
541330	MILITARY AND AEROSPACE EQUIPMENT AND MILITARY WEAPONS	2	\$38,500,000.00	Y
541330	CONTRACTS AND SUBCONTRACTS FOR ENGINEERING SERVICES AWARDED UNDER THE NATIONAL ENERGY POLICY ACT OF 1992	3	\$38,500,000.00	Y
541330	MARINE ENGINEERING AND NAVAL ARCHITECTURE	4	\$38,500,000.00	Y
541380	TESTING LABORATORIES		\$15,000,000.00	N
541618	OTHER MANAGEMENT CONSULTING SERVICES		\$15,000,000.00	N
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES		\$15,000,000.00	N
561210	FACILITIES SUPPORT SERVICES		\$38,500,000.00	Y
561990	ALL OTHER SUPPORT SERVICES		\$11,000,000.00	N
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING		\$11,000,000.00	N

[VIEW MORE](#)

- (1)\*\* The offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is ☒ is not, a women-owned small business concern. (See Below)

- (4)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
  - (i) It ☐ is ☐ is not, a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It ☐ is ☐ is not, a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:
- (5)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
  - (i) It ☐ is ☐ is not, an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It ☐ is ☐ is not, a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7) (i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is ☒ is not, a veteran-owned small business concern.
- (7)\*\* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (6) of this provision.] The offeror represents as part of its offer that it ☐ is ☐ is not, a service-disabled veteran-owned small business concern.



- *\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*
- *\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by FOUR SEASONS ENVIRONMENTAL, INC. in their SAM registration.*
- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
  - (i) It ☐ is ☒ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It ☐ is ☒ is not, a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .]Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Notice.
  - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
  - (2) Under 15 U.S.C 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
    - (i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**Alternate I (May 2014)**

As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

[FAR 52.219-2: Equal Low Bids](#)

[FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products](#)

[FAR 52.222-22: Previous Contracts and Compliance Reports](#)

[FAR 52.222-25: Affirmative Action Compliance](#)

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-4](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

[DFARS 252.209-7002](#): Disclosure of Ownership or Control by a Foreign Government

[DFARS 252.216-7008](#): Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

[DFARS 252.225-7000](#): Buy American--Balance of Payments Program Certificate.

[DFARS 252.225-7020](#): Trade Agreements Certificate.

[DFARS 252.225-7022](#): Trade Agreements Certificate - Inclusion of Iraqi End Products.

[DFARS 252.225-7035](#): Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

[DFARS 252.225-7049](#): Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations.

[DFARS 252.247-7022](#): Representation of Extent of Transportation by Sea

**SAM | System for Award Management 1.0**

IBM v1.P.40.20151201-1827

WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





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## Reps & Certs

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**



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## **Reps & Certs**

Per the FAR document that follows this page it denotes that the instructions are as follows:

*The offeror shall fill out the Representations and Certifications with their proposal submittal. 53.212-2 Offeror Representations and Certifications – Commercial Items (MAR 2015)*

*The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically; the Offeror shall complete only paragraphs (c) through (p) of this provision.*

In compliance with the FAR requirements, below are our Section K Reps and Certs from the GSA RFP and the FAR document derived from <http://www.acquisition.gov>.

## Part III List of Documents, Exhibits, and Other Attachments

### Section K – Representations and Certifications (Reps and Certs)

**The offeror shall fill out the Representations and Certifications with their proposal submittal.**

52.212-3 Offeror Representations and Certifications—Commercial Items (MAR 2015)

**The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.**

(a) **Definitions.** As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person (as that term is

**BMO Small Business Solicitation Number GS06Q-16-RL-0002**

defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.



“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) **Annual Representations and Certifications.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

**[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]**

***These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.***

***Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]***

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) **Small business concern.** The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) **Veteran-owned small business concern.** **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) **Service-disabled veteran-owned small business concern.** **[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]** The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) **Small disadvantaged business concern.** **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) **Women-owned small business concern.** **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents that it o is, o is not a women-owned small business concern.

(6) **WOSB concern eligible under the WOSB Program.** **[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]** The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in

the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

- (i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [**The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:** \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) **Women-owned business concern (other than small business concern).** [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) **Tie bid priority for labor surplus area concerns.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) **HUBZone small business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

- (i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It o has, o has not filed all required compliance reports.

(2) **Affirmative Action Compliance.** The offeror represents that—

- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this

contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) **Buy American Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

**[List as necessary]**

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) **Buy American—Free Trade Agreements—Israeli Trade Act Certificate.** (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.      Country of Origin**

_____	_____
_____	_____
_____	_____

**[List as necessary]**

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

**Line Item No.      Country of Origin**


[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) **Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.** If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**


[List as necessary]

(3) **Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.** If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.      Country of Origin**


[List as necessary]

(4) **Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.** If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.      Country of Origin**


[List as necessary]

(5) **Trade Agreements Certificate.** (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

## Line Item No.      Country of Origin


**[List as necessary]**

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) **Certification Regarding Responsibility Matters (Executive Order 12689)**. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined**. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment**. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples**.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for **Listed End Products (Executive Order 13126)**. **[The Contracting Officer must list in paragraph (i)(1) any end products being**

**acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

**(1) Listed end products.**

**Listed End Product      Listed Countries of Origin**

**(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(j) Place of manufacture.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

**(k) Certificates regarding exemptions from the application of the Service Contract Labor**

**Standards** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) **[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]**

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

**BMO Small Business Solicitation Number GS06Q-16-RL-0002**

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) **Taxpayer Identification Number (TIN)** (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **Taxpayer Identification Number (TIN).**

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) **Type of organization.**

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) **Common parent.**

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) **Restricted business operations in Sudan.** By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) **Prohibition on Contracting with Inverted Domestic Corporations.**

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) **Representation.** By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) **Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.**

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) **Representation and Certifications.** Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

**BMO Small Business Solicitation Number GS06Q-16-RL-0002**

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (**e.g.**, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(End of provision)

**Alternate I (Oct 2014).** As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

**(End of Section K)**



John Hedrick

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# Entity Dashboard

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FOUR SEASONS ENVIRONMENTAL, INC.

DUNS: 107611246 CAGE Code: 02PC7

Status: Active

43 NEW GARVER RD

MONROE, OH, 45050-1243 ,

UNITED STATES

Expiration Date: 07/08/2016

Purpose of Registration: All Awards

## Review Representations & Certifications

### Review Representations and Certifications

[Download FAR Report](#)[Download FAR & DFARS Report](#)

I have read each of the FAR and DFARS provisions presented below. By submitting this certification I, Ken DICKERSON, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to penalties if I misrepresent FOUR SEASONS ENVIRONMENTAL, INC. in any of the below representations or certifications to the Government.

**READ ONLY PROVISIONS** - The following FAR and DFARS provisions are provided for you to read; they do not require completion of any data. Please note that when certifying at the bottom of the page, you are also certifying that you have read each one of these provisions.

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.222-38](#): Compliance with Veterans Employment Reporting Requirements

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#) Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[DFARS 252.209-7003](#): Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

[DFARS 252.222-7007](#): Representation Regarding Combating Trafficking in Persons.

[DFARS 252.225-7003](#): Report of Intended Performance Outside the United States and Canada-Submission with Offer

[DFARS 252.225-7031](#): Secondary Arab Boycott of Israel

[DFARS 252.225-7042](#): Authorization to Perform

[DFARS 252.229-7012](#): Tax Exemptions (Italy)-Representation.

[DFARS 252.229-7013](#): Tax Exemptions (Spain)-Representation.

[DFARS 252.239-7011](#): Special Construction and Equipment Charges

[DFARS 252.247-7023](#): Transportation of Supplies by Sea (Alternate I, II)

[DFARS 252.225-7050](#): Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

**The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.**

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.209-5: Certification Regarding Responsibility Matters](#)[FAR 52.212-3: Offeror Representations and Certifications -Commercial Items.](#)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.212-3(c)(1).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

If you disagree with any of the pre-filled information, you must return to Assertions and change your values there. The "Edit" button will return you to the correct location to make these changes.

[FAR 52.214-14: Place of Performance-Sealed Bidding](#)[FAR 52.215-6: Place of Performance](#)[FAR 52.219-1: Small Business Program Representations \(Alternate I\)](#)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.219 (b)(2).

You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

The NAICS shown are those you have entered. You may click the "View More" button to see your entity's size status for any existing NAICS.

If you disagree with any of the pre-filled information, you must return to Assertions and change your values there. The "Edit" button will return you to the correct location to make these changes.

**Small Business Program Representations (Oct 2014)**

- (a) Definitions. As used in this provision-  
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in

accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible for the WOSB Program.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.
- "Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-
  - (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
    - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
    - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
- "Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

◦ "Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

• (b)

◦ (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

◦ (2) The small business size standard is See Note.

◦ (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

• (c) Representations.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
238210	ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS		\$15,000,000.00	N
238220	PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS		\$15,000,000.00	N

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541330	ENGINEERING SERVICES	1	\$15,000,000.00	N
541330	MILITARY AND AEROSPACE EQUIPMENT AND MILITARY WEAPONS	2	\$38,500,000.00	Y
541330	CONTRACTS AND SUBCONTRACTS FOR ENGINEERING SERVICES AWARDED UNDER THE NATIONAL ENERGY POLICY ACT OF 1992	3	\$38,500,000.00	Y
541330	MARINE ENGINEERING AND NAVAL ARCHITECTURE	4	\$38,500,000.00	Y
541380	TESTING LABORATORIES		\$15,000,000.00	N
541618	OTHER MANAGEMENT CONSULTING SERVICES		\$15,000,000.00	N
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES		\$15,000,000.00	N
561210	FACILITIES SUPPORT SERVICES		\$38,500,000.00	Y
561990	ALL OTHER SUPPORT SERVICES		\$11,000,000.00	N
611430	PROFESSIONAL AND MANAGEMENT DEVELOPMENT TRAINING		\$11,000,000.00	N

[VIEW MORE](#)

- (1)\*\* The offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is ☒ is not, a women-owned small business concern. (See Below)

- (4)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
  - (i) It ☐ is ☐ is not, a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It ☐ is ☐ is not, a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:
- (5)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
  - (i) It ☐ is ☐ is not, an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It ☐ is ☐ is not, a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7) (i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is ☒ is not, a veteran-owned small business concern.
- (7)\*\* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (6) of this provision.] The offeror represents as part of its offer that it ☐ is ☐ is not, a service-disabled veteran-owned small business concern.

- *\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*
- *\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by FOUR SEASONS ENVIRONMENTAL, INC. in their SAM registration.*

- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
  - (i) It ☐ is ☒ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It ☐ is ☒ is not, a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .]Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Notice.
  - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
  - (2) Under 15 U.S.C 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

- (i) Be punished by imposition of fine, imprisonment, or both;



- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**Alternate I (May 2014)**

As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

[FAR 52.219-2: Equal Low Bids](#)

[FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products](#)

[FAR 52.222-22: Previous Contracts and Compliance Reports](#)

[FAR 52.222-25: Affirmative Action Compliance](#)

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-4](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

[DFARS 252.209-7002](#): Disclosure of Ownership or Control by a Foreign Government

[DFARS 252.216-7008](#): Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

[DFARS 252.225-7000](#): Buy American--Balance of Payments Program Certificate.

[DFARS 252.225-7020](#): Trade Agreements Certificate.

[DFARS 252.225-7022](#): Trade Agreements Certificate - Inclusion of Iraqi End Products.

[DFARS 252.225-7035](#): Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

[DFARS 252.225-7049](#): Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations.

[DFARS 252.247-7022](#): Representation of Extent of Transportation by Sea

**SAM | System for Award Management 1.0**

IBM v1.P.40.20151201-1827

WWW7

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





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## **GSA 527**

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**

**CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION**OMB Control Number: 3090-0007  
Expiration Date: 9/30/2018

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0007. We estimate that it will take 2.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

**SECTION I - GENERAL INFORMATION**

1A. NAME Four Seasons Environmental, Inc			2. TYPE OF ORGANIZATION (Check one)		
1B. STREET ADDRESS 43 New Garver Road			<input type="checkbox"/> A. SOLE PROPRIETORSHIP	<input type="checkbox"/> F. LIMITED LIABILITY COMPANY	
			<input type="checkbox"/> B. GENERAL PARTNERSHIP	<input type="checkbox"/> G. JOINT VENTURE	
			<input type="checkbox"/> C. LIMITED PARTNERSHIP	<input type="checkbox"/> H. TRUST	
1C. CITY Monroe	1D. STATE OH	1E. ZIP CODE 45050	<input type="checkbox"/> D. CORPORATION	<input type="checkbox"/> I. OTHER (Specify below)	
			<input checked="" type="checkbox"/> E. SUBCHAPTER S CORPORATION		
3. TAXPAYER ID NUMBER (b) (4)			4. DATE ORGANIZATION ESTABLISHED 12/29/1983	5. STATE OF INCORPORATION Ohio	
6. TRADE STYLE NAME (Provide a copy of filing)			7. KIND OF PRODUCT OR SERVICE PROVIDED		
8. FORMER BUSINESS NAME			10. INVENTORY VALUATION METHOD (b) (4)		
9. KIND OF BUSINESS					
<input type="checkbox"/> A. MANUFACTURER			<input type="checkbox"/> D. RETAILER		
<input checked="" type="checkbox"/> B. CONTRACTOR			<input type="checkbox"/> E. OTHER (Specify)		
<input type="checkbox"/> C. WHOLESALE					

**11. OWNERSHIP INFORMATION-PARTNERS-PRINCIPAL STOCKHOLDERS-OTHERS**















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## Standard Form 1408

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
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513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

Authorized Signee:

(b) (6)

---

**Reed Tarkington Vice President  
513-539-2978**

**PREAWARD SURVEY OF PROSPECTIVE  
CONTRACTOR  
ACCOUNTING SYSTEM**

SERIAL NO. (For surveying activity use)

OMB Control Number: 9000-0011  
Expiration Date: 1/31/2017

PROSPECTIVE CONTRACTOR

Four Seasons Environmental, Inc

Public reporting for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Regulatory Secretariat (MVCB), Office of Acquisition Policy, GSA, 1800 F Street, NW, Washington, DC 20405.

**SECTION I - RECOMMENDATION**

1. PROSPECTIVE CONTRACTOR'S ACCOUNTING SYSTEM IS ACCEPTABLE FOR AWARD OF PROSPECTIVE CONTRACT

☒ YES

☐ NO (Explain in 2. NARRATIVE)

☐ YES, WITH A RECOMMENDATION THAT A FOLLOW ON ACCOUNTING SYSTEM REVIEW BE PERFORMED AFTER CONTRACT AWARD (Explain in 2. NARRATIVE)

2. NARRATIVE (Clarification of deficiencies, and other pertinent comments,. If additional space is required, continue on plain sheets of paper.)

IF CONTINUATION SHEETS  
ATTACHED - MARK HERE ☐

3. SURVEY MADE BY	a. SIGNATURE AND OFFICE (Include, b. (b) (6) Rich Femia/Controller	b. TELEPHONE NO. (include area code) 513-539-2978	c. DATE SIGNED 12-4-2015
4. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (Include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition usable

STANDARD FORM 1408 (REV. 1/2014)  
Prescribed by GSA FAR (48 CFR) 53.209 -1(f)



## RELEVANT PROJECT EXPERIENCE TEMPLATE

<b>Official Company Name:</b>	<b>Four Seasons Environmental, Inc</b>
-------------------------------	--

### GENERAL INSTRUCTIONS:

The Technical Proposal shall consist of a written narrative with supporting data that addresses the technical performance requirements defined in the Section C of the solicitation. The Technical Proposal section shall be clear, concise, and include sufficient detail for effective evaluation and substantiating the validity of stated claims. The proposal should not simply restate or rephrase the Government's requirement, but rather shall provide a detailed, convincing rationale addressing how the offeror intends to meet these requirements

The offeror shall submit **three (3)** different projects **per** service offering that is similar in scope and complexity for the offered services. The offeror can submit projects covering multiple service offerings but must identify the services covered under the project submitted. Each service offering (required and optional) must have **three (3) projects total**. Each project must clearly demonstrate the experience covering a variety of tasks covered in the service category. Relevant experience is tied solely to the three (3) projects per service offering submitted.

1. Reference Sections M.4.3.1 through M.4.4.2 of the RFP.
2. For each of the service offerings in which you wish to provide (e.g. HVAC, Janitorial, etc.), please number your relevant projects by checking one of the boxes in the first section of the template titled 'Project Number'. Please see Section C.4 of the RFP for more details on this requirement.. For example, if an offeror is applying for the O&M Service Group and their first project covers the service HVAC, the offeror will select Project 1, and select HVAC for the service the project covers. This will count as one of the three projects required. The offeror will then use another Relevant Project Experience Template to provide their second project for HVAC and they will select Project 2, and select HVAC for the services the project cover. This will count for the second service offered. If the offer has multiple services on one project the offeror will select the project number and select the list of services the project covers (e.g. HVAC, Electrical Maintenance,). The offeror can use as many templates necessary to meet the requirement of three services per service offering.
3. All proposal documentation (e.g. any supporting documentation to accompany the offer (e.g. SOWs copies, RFQ/RFP copies, etc, NOTE: this is not a mandatory requirement) associated with this template shall be scanned documents in PDF format.
4. All file attachments shall be included in Offeror's proposal submission in accordance with the Proposal Format Table in Section L.10.5.
5. All explanations shall comply with the word limitation (if applicable) listed in each question.

**Relevant Project Experience Background Information**

<b>Select the project number:</b>		
<input checked="" type="checkbox"/> Project 1	<input type="checkbox"/> Project 2	<input type="checkbox"/> Project 3
<b>Select the Service Group applicable to the project :</b>		
<input checked="" type="checkbox"/> Operations and Maintenance (O&M)	<input type="checkbox"/> Facility Support Services	
<b>Select the service( s) the project covers: (*R indicates Required Service, O indicates Optional Service)</b>		
Operations and Maintenance List of Services		

(b) (4)

**Provide a Primary Reference (Person who can verify the data, e.g. Government Contracting Officer, Purchasing Authority, Contracting Officer Representative, etc.)**

Name:

Title:

Agency Name or Company Name:

Phone:

E-Mail:

**Provide an Alternate Reference (Person who can verify the data, e.g. Government Contracting Officer, Purchasing Authority, Contracting Officer Representative, etc.)**

Name:

Title:

Agency Name or Company Name:

Phone:

E-Mail:

**Relevant Project Experience Project General Information****For this project were you the Prime Contractor:**

(b) (4)

**Select Type of Contract**

<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Task Order under Federal Supply Schedule (FAR 8.405-2)	<input type="checkbox"/> Task Order under Master IDIQ (FAR 16.501- 1)	<input type="checkbox"/> Task Order under a Blanket Purchase Agreement (FAR 8.405-3 or Far 13.303)
--	---	---	--

**Contract or Task Order  
Number**

(b) (4)

**Period of Performance  
\*state month and year  
(including options)****\*\*Note: Period of Performance must be within the last 5 years prior to the solicitation closing dates or are ongoing with at least 1 year of performance completed****Did the project involve subcontracting or teaming with at least 2 separate entities that are certified as small business?**

(b) (4)

(b) (4)

**Please Select Project Customer Classification:**

<input checked="" type="checkbox"/> U.S. Federal Government	<input type="checkbox"/> U.S. State (local) Government	<input type="checkbox"/> Commercial (Non-Government)
---	--	--

**What location (s) was the project performed (city and state):**

(b) (4)

**If the project covered multiple (more than one) states in Zone 1, please check the states:**

(b) (4)



**Relevant Project Experience Project Details**

Please provide the following information for the project:	
Building Type	(b) (4)
Building Size (total square footage)	Please see building square footage breakdown in description of project
Number of Stories	(b) (4)
Total Contract Dollar Value (including base and all options)	(b) (4)
Number of trade skills employed and number of exempt positions employed	(b) (4)
<b>Please provide a complete, clear, concise detailed statement of the description of services covered in the project. The offeror must provide the following information:</b> <ul style="list-style-type: none"><li>• Original request</li><li>• Detailed statement on how the company accomplished the services in the original request</li><li>• State if any problems were encountered (e.g. delays, additional services outside the original scope, employee issues, etc) and provide information as to how the company overcame the problems</li></ul>	
Limited to 1,000 Words	

(b) (4)



(b) (4)



(b) (4)



(b) (4)

Did the project demonstrate innovative approaches to achieve savings?  
provide the following additional information:

(b) (4)

Identify initial customer request

Your proposal of the innovative approach to the request

Overall end results of the approach

Total amount of dollar savings achieved

Other savings achieved (e.g. energy, administrative, etc)

(b) (4)

Click here to enter text.

## RELEVANT PROJECT EXPERIENCE TEMPLATE

<b>Official Company Name:</b>	<b>Four Seasons Environmental, Inc</b>
-------------------------------	--

### GENERAL INSTRUCTIONS:

The Technical Proposal shall consist of a written narrative with supporting data that addresses the technical performance requirements defined in the Section C of the solicitation. The Technical Proposal section shall be clear, concise, and include sufficient detail for effective evaluation and substantiating the validity of stated claims. The proposal should not simply restate or rephrase the Government's requirement, but rather shall provide a detailed, convincing rationale addressing how the offeror intends to meet these requirements

The offeror shall submit **three (3)** different projects **per** service offering that is similar in scope and complexity for the offered services. The offeror can submit projects covering multiple service offerings but must identify the services covered under the project submitted. Each service offering (required and optional) must have **three (3) projects total**. Each project must clearly demonstrate the experience covering a variety of tasks covered in the service category. Relevant experience is tied solely to the three (3) projects per service offering submitted.

1. Reference Sections M.4.3.1 through M.4.4.2 of the RFP.
2. For each of the service offerings in which you wish to provide (e.g. HVAC, Janitorial, etc.), please number your relevant projects by checking one of the boxes in the first section of the template titled 'Project Number'. Please see Section C.4 of the RFP for more details on this requirement.. For example, if an offeror is applying for the O&M Service Group and their first project covers the service HVAC, the offeror will select Project 1, and select HVAC for the service the project covers. This will count as one of the three projects required. The offeror will then use another Relevant Project Experience Template to provide their second project for HVAC and they will select Project 2, and select HVAC for the services the project cover. This will count for the second service offered. If the offer has multiple services on one project the offeror will select the project number and select the list of services the project covers (e.g. HVAC, Electrical Maintenance,). The offeror can use as many templates necessary to meet the requirement of three services per service offering.
3. All proposal documentation (e.g. any supporting documentation to accompany the offer (e.g. SOWs copies, RFQ/RFP copies, etc, NOTE: this is not a mandatory requirement) associated with this template shall be scanned documents in PDF format.
4. All file attachments shall be included in Offeror's proposal submission in accordance with the Proposal Format Table in Section L.10.5.
5. All explanations shall comply with the word limitation (if applicable) listed in each question.

**Relevant Project Experience Background Information**

<b>Select the project number:</b>		
<input type="checkbox"/> Project 1	<input checked="" type="checkbox"/> Project 2	<input type="checkbox"/> Project 3
<b>Select the Service Group applicable to the project :</b>		
<input checked="" type="checkbox"/> Operations and Maintenance (O&M)	<input type="checkbox"/> Facility Support Services	
<b>Select the service( s) the project covers: (*R indicates Required Service, O indicates Optional Service)</b>		

(b) (4)

**Provide a Primary Reference (Person who can verify the data, e.g. Government Contracting Officer, Purchasing Authority, Contracting Officer Representative, etc.)**

Name: (b) (4)  
 Title:  
 Agency Name or Company Name:  
 Phone:  
 E-Mail:

**Provide an Alternate Reference (Person who can verify the data, e.g. Government Contracting Officer, Purchasing Authority, Contracting Officer Representative, etc.)**

Name: (b) (4)  
 Title:  
 Agency Name or Company Name:  
 Phone:  
 E-Mail:

**Relevant Project Experience Project General Information**

For this project were you the Prime Contractor:

(b) (4)

**Select Type of Contract**

<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Task Order under Federal Supply Schedule (FAR 8.405-2)	<input type="checkbox"/> Task Order under Master IDIQ (FAR 16.501-1)	<input type="checkbox"/> Task Order under a Blanket Purchase Agreement (FAR 8.405-3 or Far 13.303)
--	---	--	--

Contract or Task Order Number

(b) (4)

Period of Performance  
\*state month and year  
(including options)**\*\*Note: Period of Performance must be within the last 5 years prior to the solicitation closing dates or are ongoing with at least 1 year of performance completed**

Did the project involve subcontracting or teaming with at least 2 separate entities that are certified as small business? (b) (4)

(b) (4)

**Please Select Project Customer Classification:**

<input checked="" type="checkbox"/> U.S. Federal Government	<input type="checkbox"/> U.S. State (local) Government	<input type="checkbox"/> Commercial (Non-Government)
---	--	--

What location (s) was the project performed (city and state):

(b) (4)

If the project covered multiple (more than one) states in Zone 1, please check the states:

(b) (4)



## Relevant Project Experience Project Details

Please provide the following information for the project:	
Building Type	(b) (4)
Building Size (total square footage)	
Number of Stories	
Total Contract Dollar Value (including base and all options)	
Number of trade skills employed and number of exempt positions employed	
Please provide a complete, clear, concise detailed statement of the description of services covered in the project. The offeror must provide the following information:	
<ul style="list-style-type: none"><li>• Original request</li><li>• Detailed statement on how the company accomplished the services in the original request</li><li>• State if any problems were encountered (e.g. delays, additional services outside the original scope, employee issues, etc) and provide information as to how the company overcame the problems</li></ul>	
Limited to 1,000 Words	
(b) (4)	

(b) (4)



(b) (4)



Attachment J.10 Relevant Project Experience Template

BMO RFP # **GS06Q-16-RL-0002**

Company Name: Four Seasons Environmental, Inc

(b) (4)



## RELEVANT PROJECT EXPERIENCE TEMPLATE

<b>Official Company Name:</b>	<b>Four Seasons Environmental, Inc</b>
-------------------------------	--

### GENERAL INSTRUCTIONS:

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1. Reference Sections M.4.3.1 through M.4.4.2 of the RFP.
2. For each of the service offerings in which you wish to provide (e.g. HVAC, Janitorial, etc.), please number your relevant projects by checking one of the boxes in the first section of the template titled 'Project Number'. Please see Section C.4 of the RFP for more details on this requirement.. For example, if an offeror is applying for the O&M Service Group and their first project covers the service HVAC, the offeror will select Project 1, and select HVAC for the service the project covers. This will count as one of the three projects required. The offeror will then use another Relevant Project Experience Template to provide their second project for HVAC and they will select Project 2, and select HVAC for the services the project cover. This will count for the second service offered. If the offer has multiple services on one project the offeror will select the project number and select the list of services the project covers (e.g. HVAC, Electrical Maintenance,). The offeror can use as many templates necessary to meet the requirement of three services per service offering.
3. All proposal documentation (e.g. any supporting documentation to accompany the offer (e.g. SOWs copies, RFQ/RFP copies, etc, NOTE: this is not a mandatory requirement) associated with this template shall be scanned documents in PDF format.
4. All file attachments shall be included in Offeror's proposal submission in accordance with the Proposal Format Table in Section L.10.5.
5. All explanations shall comply with the word limitation (if applicable) listed in each question.

**Relevant Project Experience Background Information**

<b>Select the project number:</b>		
<input type="checkbox"/> Project 1	<input type="checkbox"/> Project 2	<input checked="" type="checkbox"/> Project 3
<b>Select the Service Group applicable to the project :</b>		
<input checked="" type="checkbox"/> Operations and Maintenance (O&M)	<input type="checkbox"/> Facility Support Services	
<b>Select the service( s) the project covers: (*R indicates Required Service, O indicates Optional Service)</b>		
Operations and Maintenance List of Services		

(b) (4)

**Provide a Primary Reference (Person who can verify the data, e.g. Government Contracting Officer, Purchasing Authority, Contracting Officer Representative, etc.)**

Name:  
 Title:  
 Agency Name or Company Name:  
 Phone:  
 E-Mail:

(b) (4)

**Provide an Alternate Reference (Person who can verify the data, e.g. Government Contracting Officer, Purchasing Authority, Contracting Officer Representative, etc.)**

Name:  
 Title:  
 Agency Name or Company Name:  
 Phone:  
 E-Mail:

(b) (4)

**Relevant Project Experience Project General Information**

<b>For this project were you the Prime Contractor:</b>			
<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
<b>Select Type of Contract</b>			
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Task Order under Federal Supply Schedule (FAR 8.405-2)	<input type="checkbox"/> Task Order under Master IDIQ (FAR 16.501-1)	<input type="checkbox"/> Task Order under a Blanket Purchase Agreement (FAR 8.405-3 or Far 13.303)
<b>Contract or Task Order Number</b>	(b) (4)		
<b>Period of Performance</b> *state month and year (including options)	(b) (4)		
**Note: Period of Performance must be within the last 5 years prior to the solicitation closing dates or are ongoing with at least 1 year of performance completed			
<b>Did the project involve subcontracting or teaming with at least 2 separate entities that are certified as small business?</b> (b) (4)			
(b) (4)			
<b>Please Select Project Customer Classification:</b>			
<input checked="" type="checkbox"/> U.S. Federal Government	<input type="checkbox"/> U.S. State (local) Government	<input type="checkbox"/> Commercial (Non-Government)	
<b>What location (s) was the project performed (city and state):</b>	(b) (4)		
<b>If the project covered multiple (more than one) states in Zone 1, please check the states:</b>			
(b) (4)			

## Relevant Project Experience Project Details

**Please provide the following information for th**

Building Type

Building Size (total square footage)

Number of Stories

Total Contract Dollar Value (including base and all options)

Number of trade skills employed and number of exempt positions employed

(b) (4)

**Please provide a complete, clear, concise detailed statement of the description of services covered in the project. The offeror must provide the following information:**

- Original request
- Detailed statement on how the company accomplished the services in the original request
- State if any problems were encountered (e.g. delays, additional services outside the original scope, employee issues, etc) and provide information as to how the company overcame the problems

Limited to 1,000 Words

(b) (4)

(b) (4)



Did the project demonstrate innovative approaches to achieve savings?  
provide the following additional information:

(b) (4)



(b) (4)





(b) (4)





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## Project Zone Coverage

---

### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

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**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**

**PROJECT ZONE COVERAGE TEMPLATE**

<b>Official Company Name:</b>	<b>Four Seasons Environmental, Inc</b>
-------------------------------	--

**GENERAL INSTRUCTIONS:**

The Offeror must be able to identify their capability of providing service coverage to all Zone 1 locations **(Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia and the District of Columbia)**

The Offeror must provide capabilities statements with supporting information outlined in this template to qualify for this technical component. This statement should include verbiage identifying what Zone 1 locations you have or are currently providing coverage on, identify the states you have not provided coverage on, and list your company's capability of providing coverage to all Zone 1 locations you have not previously provided coverage on.

1. Reference Sections M.4.4 through M.4.2.2 of the solicitation.
2. This template provides a section to address all of the elements in section M.4 Project Zone Coverage
3. Offerors shall respond to all questions and requests.
4. All proposal documentation associated with this template shall be scanned documents in PDF format.
5. All requested information shall be highlighted in yellow within the scanned documents.
6. All file attachments shall be included in Offeror's proposal checklist submission in accordance with the Proposal Format in Section L.10.5
7. All explanations shall comply with the word limitation (if applicable) listed in each question.

Attachment J.11 Project Zone Coverage Template

BMO SB RFP # GS06Q-16-RL-0002

Company Name: Four Seasons Environmental, Inc

Capabilities Statement:

1. Identify (by checking the boxes) which locations in Zone 1 you have previously or currently provide BMO services.

<input type="checkbox"/> Delaware	<input type="checkbox"/> District of Columbia	<input checked="" type="checkbox"/> Maryland	<input type="checkbox"/> New Jersey
<input type="checkbox"/> New York	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Pennsylvania	<input type="checkbox"/> Virginia
<input type="checkbox"/> West Virginia			

2. What is your company's capability of providing service coverage for BMO services you've previously or currently provide coverage for locations in Zone 1 (Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia and the District of Columbia)? (limit to 250 words)

FSE is fully capable to provide service coverage in Zone 1. With FSE's transition plan into new contracts, our firm fully familiarizes itself with the area and facilities we will be serving. FSE is confident that with our offsite support and executive team, any project location we are awarded will receive the utmost care which has been provided on each of our projects thus far.

3. If you have never provided BMO service coverage for states in Zone 1, provide written narrative identifying your company's capability to provide coverage to those states (this narrative can address companies capability of subcontracting, expansion, travel capability, etc). (limit to 500 words)

[Click here to enter text.](#)



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## Staffing Plan

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
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**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**





























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## Professional Compensation Plan

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

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**December 18, 2015**

Authorized Signee:

(b) (6)

---

**Reed Tarkington Vice President  
513-539-2978**







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## Overtime Policy

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

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(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**









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## Quality Control Plan

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### **SOLICITATION NUMBER: GS06Q-16-RL-0002 BUILDING MAINTENANCE AND OPERATIONS (BMO SB) POTENTIAL FEDERAL STRATEGIC SOURCING INITIATIVES**

**Four Seasons Environmental, Inc  
Reed Tarkington  
43 New Garver Road  
Monroe, Ohio 45050  
513-539-2978**

By submitting this proposal, the Offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.

**December 18, 2015**

(b) (6)

Authorized Signee:

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**Reed Tarkington Vice President  
513-539-2978**



































































































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## Past Performance

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**December 18, 2015**

Authorized Signee:

(b) (6)

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**Reed Tarkington Vice President  
513-539-2978**



























(b) (4)







































































**U. S. SMALL BUSINESS ADMINISTRATION**  
**NORTH CAROLINA DISTRICT OFFICE**  
6302 FAIRVIEW ROAD, SUITE 300  
CHARLOTTE NC 28210-2227  
704-344-6590 • 704-344-6769 (FAX)

February 8, 2016

Mr. Clement T. Milbourne, President  
The Milbourne Group-Consulting Engineers, Inc.  
401 Hawthorne Lane, Suite 110/170  
Charlotte, NC 28204-2484

Re: Mentor/Protégé Agreement between Four Seasons Environmental, Inc. (Mentor) and  
The Milbourne Group-Consulting Engineers, Inc. (Protégé)

Dear Mr. Milbourne,

Pursuant to 13 C.F.R. § 124.520, Mentor/Protégé Agreement between Four Seasons  
Environmental, Inc. (Mentor) and The Milbourne Group-Consulting Engineers, Inc.  
originally was approved on December 31, 2014.

Please note that the subject Mentor/Protégé Agreement references possible formation of  
joint ventures in pursuit of contract opportunities and proposals siting 13 CFR  
124.513(a)(2).

This agreement shall expire after one year from the date of this letter, unless SBA  
approves an extension. The protégé must request continuance of the agreement from  
the North Carolina District Office, in writing, at least 60 days prior to the expiration  
date of the agreement.

This agreement will automatically terminate if the Protégé graduates from the 8(a)  
Business Development Program, or its program participation term expires. However,  
termination of the agreement does not impact contractual agreements undertaken during  
the active stages of the Mentor/Protégé relationship. Therefore, contractual obligations  
must be satisfied in accordance with terms and conditions set forth in such contracts.

If you have any questions or require additional information, please contact your Business  
Opportunity Specialist, Mia Fagley.

Sincerely,

(b) (6)



Lynn Douthett  
District Director